

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

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WRITER'S DIRECT DIAL NUMBER
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6/18/87
20:00
CC Washington, D.C.

RECORDATION NO. 9654-J
FILED 1425

JUN 18 1987 -12 45 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9654-K
FILED 1425

JUN 18 1987 -12 45 PM

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
August 1, 1978, among Southern Pacific
Transportation Company, First Pennsylvania
Bank, N.A., as Assignee, and General
Motors Corporation (Electro-Motive Division)

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Fourth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of May 15, 1987, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of August 1, 1978, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

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Agreement of Conditional Sale dated as of August 1, 1978, between General Electric Company, General Motors Corporation (Electro-Motive Division), Greenville Steel Car Company, PACCAR, Inc., Portec, Inc. (Paragon Division), Pullman Incorporated (Pullman Standard Division), Thrall Car Manufacturing Company, and Southern Pacific Transportation Company, recorded on August 25, 1978, at 4:10 PM, assigned Recordation No. 9654;

Amendment Agreement dated as of October 10, 1978, recorded on October 13, 1978, at 3:50 PM, assigned Recordation No. 9654-A;

Amendment Agreement dated as of January 1, 1979, recorded on January 5, 1979, at 2:05 PM, assigned Recordation No. 9654-B;

Amendment Agreement dated as of October 15, 1979, recorded on November 5, 1979, at 11:05 AM, assigned Recordation No. 9654-C;

First Supplemental Agreement dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-D;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-E;

Second Supplemental Agreement dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-F; and

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-G.

In connection with the recording of the enclosed Fourth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of May 15, 1987, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Fourth Supplemental Agreement dated as of May 15, 1987, between Southern Pacific Transportation Company Vendee, and First Pennsylvania Bank, N.A., Assignee.

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General Description of Equipment Covered by
Fourth Supplemental Agreement


<u>Number of Units</u>	<u>Description</u>
2	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 1500 and 1504 (GRIP Dates - January and June 1979, respectively).

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, among Southern Pacific Transportation Company, Vendee, First Pennsylvania Bank, N.A., Assignee, and General Motors Corporation (Electro-Motive Division), Builder.

<u>Number of Units</u>	<u>Description</u>
1	3000 H.P. Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 8507.

When the recording of the Fourth Supplemental Agreement and the Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

JUN 18 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF AUGUST 1, 1978

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 15, 1987

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the fifteenth day of May, 1987, by FIRST
PENNSYLVANIA BANK, N.A., a corporation duly organized and
existing under the laws of the Commonwealth of Pennsylvania,
Assignee under the Conditional Sale Agreement hereinafter
mentioned (hereinafter called the "Assignee"), to SOUTHERN
PACIFIC TRANSPORTATION COMPANY, a corporation duly organized
and existing under the laws of the State of Delaware (herein-
after called the "Company").

WHEREAS, by a certain Conditional Sale Agreement,
bearing date as of August 1, 1978, by and between General
Motors Corporation (Electro-Motive Division), a corporation
organized and existing under the laws of the State of
Delaware (hereinafter called the "Builder"), and the Company,
pursuant to which Builder agreed to build, sell and deliver
to the Company, and the Company agreed to purchase certain
railroad equipment (hereinafter called the "Equipment"),
consisting of diesel locomotives all as described in the
Conditional Sale Agreement (hereinafter called the "Condi-
tional Sale Agreement"); and

WHEREAS, the Builder thereafter assigned its rights
under the Conditional Sale Agreement and its right, title
and interest to the Equipment to the Assignee pursuant to an
Agreement and Assignment dated as of August 1, 1978 (herein-
after called the "Assignment"), between the Builder and the
Assignee; and

WHEREAS, a certain diesel locomotive comprising said Equipment (hereinafter called "Destroyed Equipment") has been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Fourth Supplemental Agreement dated as of May 15, 1987 ("Fourth Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
1	3000 H.P. Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 8507.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Fourth Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

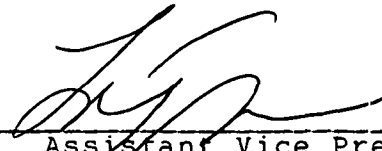
AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 21ST day of May, 1987.

FIRST PENNSYLVANIA BANK, N.A.

By



Assistant Vice President

ATTEST:



Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 21st day of May, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne H. McCarray
Notary Public

LYNNE N. McCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990